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August 26, 1985

Ms. Becky A. Comstock
Dorsey & Whitney
2200 First Bank Place East
Minneapolis, MN 55402

Re: City-Reilly Agreement
Our File No. 3857-011

Dear Becky:

Enclosed for your review please find a draft of the City-Reilly Agreement dated August 26, 1985. All underlining represents newly proposed language or language which was included on the July 31, 1985 draft Agreement but not agreed to by the parties. All new deletions are marked by a "#" symbol as are those deletions on the July 31 draft which were not agreed to by the parties.

The new language at paragraphs 2(d) and 6(b)(ii) and (iii) attempts to address the conceptual approach which the parties discussed on August 13, 1985 regarding treatment of non-St. Louis Park wells and implementation of the 30th year plan. This language has not been reviewed or approved by the St. Louis Park City Council nor will the Council make a final determination regarding these matters until all other settlement matters are resolved. We included these provisions

Ms. Becky A. Comstock
August 26, 1985
Page Two

in this draft Agreement only for the purpose of presenting language to Reilly which later may serve as the basis for agreement between the parties.

It is my understanding that a meeting between the State, U.S., City and Reilly is in the process of being scheduled for this week. A meeting between Reilly and the City only may be advisable also to discuss Reilly's reaction to the August 26, 1985 draft and all other outstanding settlement issues between Reilly and the City.

Very truly yours,

Elizabeth A. Thompson

EAT/sjc
Enclosure
cc: Allen W. Hinderaker, Esq.
Mr. J. L. Brimeyer
2648w

8/26/85

EXHIBIT B

AGREEMENT

This Agreement is made this 26th day of August, 1985, by and between REILLY TAR & CHEMICAL CORPORATION ("Reilly"), an Indiana corporation, and THE CITY OF ST. LOUIS PARK ("St. Louis Park"), a municipal corporation organized and existing under the laws of the State of Minnesota.

BACKGROUND

A. Reilly, St. Louis Park and other Parties have entered into a Consent Decree in United States of America, et al v. Reilly Tar & Chemical Corporation, Housing and Redevelopment Authority of St. Louis Park, Oak Park Village Associates, Rustic Oaks Condominium, Inc. and Philip's Investment Co., United States District Court, District of Minnesota, Civil File No. 4-80-469. This Agreement is attached to that Consent Decree as Exhibit B, and by the terms of the Consent Decree is an integral and enforceable part thereof.

B. A Remedial Action Plan ("RAP") is attached to the Consent Decree, marked as Exhibit A, and is an integral and enforceable part thereof. The RAP contains a program designed to protect the public health and welfare and the environment from the releases, or threatened releases, of hazardous and other Chemical Substances at, on or from the Site Known To the Parties, and includes contingent measures, the need for which cannot be

determined on present information but is a reasonably foreseeable possibility. Reilly has committed, in the Consent Decree, to implement the requirements of the the Consent Decree and RAP, except where performance by another Party is expressly provided in the Consent Decree and RAP. Nothing in this Agreement is intended to or shall be construed to affect those requirements of the Consent Decree or RAP the performance of which is expressly assigned in the Consent Decree or RAP to a Party other than Reilly.

C. The undertaking by St. Louis Park of certain of Reilly's rights and obligations under the Consent Decree, including the RAP, is specifically recognized and governed by the Consent Decree.

D. The Charter of St. Louis Park gives it the following powers, among others:

provide for, construct, regulate, and maintain public works and local improvements . . .

define, prohibit, abate, and suppress all things detrimental to the health, morals, comfort, safety, convenience and welfare of the inhabitants of the city, and all nuisances and causes thereof . . .

and in addition thereto, the City of St. Louis Park shall have and exercise all powers, functions, rights, and privileges exercised by, or which are incidental to, or inherent in, municipal corporations and are not denied to it by the constitution or general laws of the State of Minnesota.

E. In order to implement those powers and in order to protect the public health and welfare and the environment from the releases or threatened releases of hazardous and other Chemical Substances at, on, or from the Site Known To the Parties and to compromise and settle, according to the terms of the Consent

Decree, the dispute between Reilly and St. Louis Park, St. Louis Park is willing to undertake certain of the rights and responsibilities of Reilly under the Consent Decree and RAP as specified herein.

NOW, THEREFORE, in consideration of the above facts and the facts set forth in the Consent Decree to which this Agreement is attached as Exhibit B; mutual covenants herein contained and contained in the Consent Decree to which this Agreement is attached as Exhibit B; and the acts to be performed by Reilly and St. Louis Park, it is hereby agreed as follows:

1. As used in this Agreement, the words and phrases defined in the Consent Decree and RAP shall have the meaning set forth therein, and in addition the following words and phrases shall have the following meanings:

(a) The term "Year One", as used in this Agreement, means the first complete twelve months following the Effective Date. Other years referred to are the years following Year One.

(b) The phrase "Year of Operation" refers to the operation of the GAC plant, and shall commence from the beginning of continuous operation.

2. By this Agreement, Reilly and St. Louis Park allocate between themselves the performance and funding of the tasks or measures, including the reasonably foreseeable contingent measures, required by the Consent Decree and RAP. The "Description" of activities included in Tables I and II below is merely descriptive in nature and the Consent Decree or RAP section referenced actually controls.

(a) Reilly and St. Louis Park agree as follows regarding the required tasks or measures and certain explicitly labelled contingent measures of the Consent Decree and RAP:

Table I

<u>RAP Section</u>	<u>Description</u>	<u>Performed By</u>	<u>Funded By</u>
3.1, .2 .3 & .4	SAMPLING AND QUALITY ASSURANCE	City	City
4	DRINKING WATER TREATMENT SYSTEMS AT SLP 10/15		
	- Oversight - Year One of Operation	Reilly	Reilly
	- Oversight - Years Two and Three of Operation	Reilly	Reilly 20% City 80%
	- Oversight - Years Four <u>of Operation</u> and following	City	City
4.1	- Plant design, permitting, construction, inspection, testing and test reports (except for Monitoring required by 4.1.5) and first carbon change	Reilly	Reilly
4.1.5	- Testing Monitoring	City	City
4.2, .3 & .4	- All operations, including subsequent carbon changes, all Monitoring and reports (except for Operation and Maintenance plan required by 4.2.4)	City	City
4.2.4	- Operation and maintenance plan	Reilly	Reilly
4.2.5	- First carbon disposal Subsequent carbon disposals	Reilly City	Reilly City
4.4	- Cessation requirements	City	City
4.5	- If required, design, permitting, construction, inspection, testing and test reports (except for Monitoring required by 4.1.5) for additional carbon columns, including first carbon installation	Reilly	Reilly
	- <u>For additional carbon columns referenced above and, if required, all operations, including all carbon changes, all Monitoring and all reports</u>	City	City
5	MOUNT SIMON-HINCKLEY AQUIFER		
5.1	- Monitoring	City	City
5.2	- Year 30 Evaluation, <u>Implementation</u>	Reilly	Reilly

6	IRONTON-GALESVILLE AQUIFER		
6.1	Source Control Well 105		
6.1.1			
& .2	- Plans, permits and construction	Reilly	Reilly
6.1.3	- Operating utilities, maintenance parts and sanitary sewer charges through Year 5	City	Reilly
6.1.3	- Same, subsequent years	City	City
6.1.3	- All labor, except construction	City	City
6.1.4	- Monitoring	City	City
6.1.5	- Cessation requirements	City	City
7	PRAIRIE DU CHIEN-JORDAN AQUIFER		
7.1	Source Control Well 23		
7.1.1			
& .2	- Plans, permits and construction	Reilly	Reilly
7.1.3	- Operating utilities, maintenance parts and sanitary sewer charges through Year 5	City	Reilly
7.1.3	- Same, subsequent years	City	City
7.1.3	- All labor, except construction	City	City
7.1.4	- Cessation requirements	City	City
7.2	Gradient Control - All tasks, including monitoring well(s) plans and installation	City	City
7.3	- Monitoring	City	City
8	ST. PETER AQUIFER		
8.1.1	- Remedial Investigation Plan	Reilly	Reilly 70% City 30%
8.1.2	- Monitoring well (5) construction	Reilly	Reilly
8.1.3			
& .4	- Monitoring and Report	City	City
8.2	- Feasibility Study	City	City
8.3	- Remedial Actions	City	City
9	DRIFT AND PLATTEVILLE AQUIFERS		
9.1	Source Control		
9.1.1			
& .2	- Plans, permits and construction	Reilly	Reilly
9.1.3	- Operating utilities, maintenance parts and sanitary sewer charges through Year 5	City	Reilly
9.1.3	- Same, subsequent years	City	City
9.1.3	- All labor, except construction, and all Monitoring	City	City
9.1.4	- Cessation requirements	City	City
9.2	Gradient Control		
9.2.1			
& .2	- Plans, permits and construction	Reilly	Reilly
9.2.3	- Operating utilities, maintenance parts and sanitary sewer charges through Year 5	City	Reilly

9.2.3	- Same, subsequent years	City	City
9.2.3	- All labor, except construction, and all Monitoring	City	City
9.2.4	- Cessation requirements	City	City
9.3	Northern Area Remedial Investigation		
9.3.1	- Remedial Investigation Plan	City	City
9.3.2	- Monitoring well construction	Reilly	Reilly
9.3.3	- Monitoring	City	City
9.3.4	- Remedial Investigation Report	City	City
9.4	Northern Area Feasibility Study	City	Reilly 50%
			City 50%
9.5	Northern Area Remedial Actions	City	City
9.6	Monitoring	City	City
10	LEAKING MULTI-AQUIFER WELLS		
10.1.1	- Deep well, investigation plan	Reilly	Reilly
& .2	- Deep well, investigation and report	Reilly	Reilly
10.2.1	- Shallow well, investigation plan	Reilly	Reilly
& .2	- Shallow well, investigation and report	Reilly	Reilly
11	NEAR SURFACE CONTAMINATION - All actions	City	City
12	CONTINGENCY ACTION FOR MUNICIPAL DRINKING WATER SUPPLY		
12.2	<u>Contingent Drinking Water Treatment</u>		
	<u>- All wells located outside St. Louis Park</u>	Reilly	Reilly
	<u>- All wells located within St. Louis Park</u>	City	City

<u>Consent Decree Section</u>	<u>Description</u>	<u>Performed by</u>	<u>Funded by</u>
Part K	Report (first year)	Reilly	Reilly
Part K	Report (subsequent years)	City	City
Part P	Access Agreements	City	City

(b) It is recognized that contingent measures whether or not explicitly labelled as such in the RAP are reasonably foreseeable, although their need cannot be determined on present information, including tasks or measures to be determined following further studies, investigations or reports. These contingent measures are referred to in Table II below. A

contingent measure does not include such measures or actions as may be sought by the United States or the State under the provisions of Part U.5 or U.6 of the Consent Decree. St. Louis Park agrees to perform and fund the following:

Table II

<u>RAP Section</u>	<u>Description</u>
2.6	Plan for Contingent Actions
5.3	Mt. Simon-Hinckley Contingent Actions
6.2	Iron-ton-Galesville Contingent Actions
7.2	Prairie Du Chien Monitoring Wells Installation
7.2	Prairie Du Chien Gradient Well SLP4 Treatment
7.4	Prairie Du Chien Contingent Actions
8.3	St. Peter Remedial Actions
8.4	St. Peter Contingent Actions
9.5	Drift Platteville Northern Area Remedial Actions
9.7	Drift Platteville Contingent Actions
10.1.3, .4, & .5	Contingent deep well closure(s)
10.2.3, .4, & .5	Contingent shallow well closure(s)
10.3	Multi-Aquifer Wells Contingent Actions
12.1	Contingent Monitoring
12.2	Contingent Drinking Water Treatment <u>for all wells located within St. Louis Park city limits and specifically excluding all wells located in Edina, Hopkins, Minnetonka, and any other municipality except St. Louis Park.</u>

Consent
Decree
Section

Description

Part D.1 Plan for Additional Carcinogenic PAH

(c) In addition to the allocation of performance and funding of tasks and contingent measures in the Tables above it is agreed that by the end of Year Four, if necessary to avoid sanitary sewer charges on the discharge from any of the following wells, to wit: source control well 23, source control well 105, the Drift-Platteville source control wells specified in RAP section 9.1.1, and the Drift-Platteville gradient control well

specified in RAP Section 9.2.1, Reilly shall plan, obtain necessary permits for, and construct a treatment facility and piping (or, at Reilly's option, treatment facilities and piping) to allow effluent from the above-listed wells to be discharged to a storm sewer.

(d) It is further agreed that upon written demand of either Reilly or St. Louis Park, which demand cannot be given before the end of the year, each will with the other negotiate in good faith regarding any contributions they may make for the purpose of providing financial assurances under section 5.2 of the RAP. It is recognized that good faith negotiations may result in a failure to agree.

3. Permits necessary to implement those aspects of the RAP to be performed by Reilly according to Table I in Paragraph 2 above shall be applied for and obtained by Reilly, to the extent permitted by applicable law and regulations, in the name of St. Louis Park. St. Louis Park shall cooperate with Reilly throughout the permitting process, including the preparation of applications and the appearance on behalf of the application at any administrative proceedings and public hearings. Reilly shall provide for and pay all reasonable costs of St. Louis Park related to obtaining a permit, including reasonable costs of technical consultants and attorneys' fees, for those permits necessary to implement those aspects of the RAP to be performed by Reilly according to Table I in Paragraph 2 above. Permits necessary to implement those aspects of the RAP to be performed by St. Louis

Park according to Tables I and II in Paragraph 2 shall be applied for and obtained solely by St. Louis Park, which shall pay any costs associated therewith.

4. Access agreements necessary to implement any aspect of the RAP, including contingent measures, shall be obtained by St. Louis Park in accordance with and subject to the provisions of Part P of the Consent Decree. St. Louis Park shall assume the obligations imposed on Reilly in Part P of the Consent Decree. The best efforts of St. Louis Park pursuant to Part P shall not include the use by St. Louis Park of legal process.

5. (a) All of the analytical work required by the RAP shall be performed by a laboratory (or laboratories) selected by St. Louis Park subject to section 3.2 of the RAP, provided that Reilly shall be afforded a reasonable opportunity to object to any intended selection. The Court, pursuant to the dispute resolution provisions of Part I of the Consent Decree, may prohibit the selection by St. Louis Park over the objection of Reilly upon a showing by Reilly that St. Louis Park's selection is unreasonable.

(b) During the testing period for the GAC plant and for any additional GAC columns, if Reilly requests the use of a laboratory other than that selected by St. Louis Park or procedures different from those called for in the RAP, Reilly's requests shall be followed by St. Louis Park, subject to section 3.2 of the RAP, but Reilly shall pay any costs over and above those associated with St. Louis Park's laboratory selection or RAP requirements.

6. Following the Effective Date a fund shall be established to be known as the "St. Louis Park Contingency Fund" (the "Contingency Fund") with the First National Bank of Minneapolis as escrow agent for the Contingency Fund. Reilly shall pay to St. Louis Park and the latter upon receipt shall deposit in the Contingency Fund the sum of \$250,000 on the last business day of the sixth month after the Effective Date, \$325,000 on the last business day of the twelfth month after the Effective Date, and \$75,000 annually thereafter for a period of seven (7) additional years. Except as otherwise provided in this Agreement, the Contingency Fund shall be administered as follows:

(a) Unless sooner disbursed in accordance with the following paragraph 6(b), the Contingency Fund shall continue in existence for such time as the Consent Decree remains in effect pursuant to Part BB thereof. Taking into account the potential for long-term appreciation in value, income, and preservation of the principal of the Contingency Fund, the sums held by the escrow agent from time to time shall be invested in the following: (1) any security which is a direct obligation of or is guaranteed as to payment of principal and interest by the United States or any agency or instrumentality of the United States; (2) any security which is a general obligation of the State of Minnesota or any of its municipalities; (3) certificates of deposit which are collateralized at 110% or more; (4) repurchase agreements with any national or state bank in the United States which is a member of the federal reserve system and which has a combined capital and

surplus equal to or exceeding \$10,000,000.00; (5) repurchase agreements with any reporting dealer to the federal reserve bank of New York; or (6) such other investments which a municipality may, from time to time, be permitted to make pursuant to Minnesota law and regulations. The income shall be added to the principal and reinvested in accordance with this paragraph. Upon termination of the Consent Decree, the escrow agent shall disburse whatever funds remain in the Contingency Fund to St. Louis Park, for use by St. Louis Park without restriction as to purpose.

(b) (i) # The escrow agent shall # disburse funds from the Contingency Fund to St. Louis Park for its use for capital expenditures necessary to implement an approved contingent measure under the RAP or to reimburse St. Louis Park for any amount (including interest #) which St. Louis Park earlier spent from its own funds or earlier borrowed # for capital expenditures necessary to implement an approved contingent measure under the RAP. It is understood by way of example and not limitation that "capital expenditures" include fees incurred for design and planning. Such disbursement shall be made upon application by St. Louis Park, which application shall state the amount sought to be disbursed and the capital expenditure(s) which are or were necessary to implement a contingent measure under the RAP for which the funds are sought. Fifteen days before such an application is made to the escrow agent, St. Louis Park shall notify Reilly of its intent to make an application and the purposes to which the disbursed funds shall be put.

(ii) Should Reilly and St. Louis Park enter into an agreement following negotiations pursuant to paragraph 2(d) above, it is hereby agreed that the escrow agent shall disburse funds from the Contingency Fund to Reilly and St. Louis Park jointly as necessary to fulfill that agreement. This disbursement shall be made upon the joint application of Reilly and St. Louis Park.

(iii) At any time after the principal amount of the Contingency Fund has reached the sum of \$1,700,000, Reilly may in March of each calendar year apply for and receive up to forty percent (40%) of the income earned by the Contingency Fund for the previous annual period to the extent necessary to reimburse Reilly for the cost (including interest charged for borrowed funds) of providing drinking water treatment for wells located outside St. Louis Park under section 12.2 of the RAP. Except, however, that no disbursements of income shall be made for any year during which the principal amounts of the Contingency Fund was less than \$1,700,000.

(iv) At any time after the principal amount of the Contingency Fund has reached the sum of \$2,250,000, in addition to the application and disbursement allowed under Paragraph 6(b)(i) and (ii) above, St. Louis Park may, in March of each calendar year, apply for and receive that income earned by the Contingency Fund for the previous annual period which represents a rate of return in excess of the change of the Consumer Price Index (All Urban Consumers 1967 = 100 or successor index) for that previous year (January to January); provided, however, that such disbursements are applied to costs and expenses, including

operation and maintenance, related to the water system of St. Louis Park; and provided further that such additional disbursement shall not be made to the extent it would cause the remaining principal amount of the Contingency Fund to be less than \$2,250,000. Should the applications for earned income under this subparagraph and under subparagraph above exceed one hundred percent (100%) of the income earned for the previous annual period, then, in that event, the escrow agents shall distribute that earned income to Reilly and St. Louis Park pro rata (each shall receive that percentage of income earned that its entitlement is to the total amounts of income earned).

(v) Should this Agreement become null and void or the performance and funding obligations of St. Louis Park terminate, all as more fully stated in paragraph 15 below, then funds shall be disbursed from the Contingency Fund only pursuant to court order under Part Q of the Consent Decree. It is contemplated that the court shall order disbursement of whatever funds remain in the Contingency Fund upon termination of the Consent Decree to St. Louis Park for use by St. Louis Park without restriction as to purpose.

(c) The provisions of this paragraph 6 shall survive the termination of this Agreement.

7. All reports, notices, and other submittals shall be the responsibility of the party who is responsible under this Agreement for performing the task or measure to which it relates. St. Louis Park agrees to provide Reilly with a copy of all reports, submittals and notices made or given by or to St. Louis

Park under the Consent Decree or RAP. Reilly shall provide St. Louis Park with a copy of all reports, submittals and notices given by Reilly under the Consent Decree or RAP.

8. Reilly shall not be held as a party to any contract entered into by St. Louis Park with any other party to implement activities pursuant to the Consent Decree and RAP or this Agreement, nor shall St. Louis Park be held to be a party to any contract entered into by Reilly.

9. Whenever this Agreement provides for the payment by one party of costs incurred by the other party or of the sharing by the parties hereto of costs incurred by one party in implementing provisions of the RAP or contingent measures, the following procedures shall apply:

Within thirty (30) Days of the close of the calendar quarter in which the costs were incurred, the party incurring the costs shall provide to the other party a detailed statement explaining the reason for the costs, the person to whom the cost was paid, a copy of the paid invoice or cancelled check, and any other documentation related to the task or cost thereof. Within thirty (30) Days of receipt of such notice, the party receiving such notice shall pay to the other its share of the costs as provided herein.

The parties shall each account for their respective costs of performance under this Agreement. Each party shall keep complete and detailed accounts and records necessary for proper financial management, control and accounting under this Agreement. Each party to this Agreement shall have the right, at its own expense,

to have conducted an annual independent audit of the accounts and records of the other maintained for the purpose of this Agreement. The audit shall be treated as confidential and shall not disclose any information unrelated to compliance with the requirements of this Agreement.

10. (a) Reilly and St. Louis Park agree that the procedures and requirements set forth in the Consent Decree and RAP shall govern all steps which St. Louis Park may be called upon or required to take by reason of its undertaking of Reilly's rights and responsibilities as set forth in this Agreement. All final decisions reached in accordance with such procedures shall be binding upon St. Louis Park if it had timely notice and an opportunity to participate. St. Louis Park agrees to utilize the procedures therein outlined for the resolution of all disputes or disagreements which may be applicable to St. Louis Park's performance of Reilly's obligations under the Consent Decree.

(b) Reilly and St. Louis Park also agree that should any dispute arise between them concerning the Consent Decree or this Agreement, the dispute resolution provisions of Part I of the Consent Decree shall apply. During the resolution of any such dispute, all remedial measures of the RAP which can be reasonably implemented while the matter in dispute is under consideration shall continue to be implemented by the party who was implementing such measures before the dispute arose.

11. If Reilly receives notice, in accordance with Part Q of the Consent Decree, that St. Louis Park has failed or it is anticipated that St. Louis Park will fail to implement in a timely

and satisfactory manner any of the obligations required of it under this Agreement, Reilly shall, within ten Days of its receipt of such notice, give the City written notice that St. Louis Park is or may be in default of its obligations under this Agreement. Reilly's notice to St. Louis Park shall: (1) describe St. Louis Park's failure or anticipated failure to implement in a timely and satisfactory manner those obligations it has assumed in this Agreement, in accordance with the notice provided to Reilly under Part Q of the Consent Decree; (2) advise St. Louis Park of its right to take action within twenty (20) Days; and (3) advise St. Louis Park that if Reilly has not received notice within twenty (20) Days that action has been taken satisfactory to the Regional Administrator, the Director and the Commissioner, Reilly shall resume implementation of the RAP in accordance with Part Q of the Consent Decree. If St. Louis Park fails to give Reilly notice that it has taken action satisfactory to the Regional Administrator, the Director and the Commissioner within twenty (20) Days of notice from Reilly of its default or anticipated default, Reilly shall resume implementation of the RAP in accordance with Part Q of the Consent Decree.

(b) In that event, Reilly may petition the Court as provided in Part I of the Consent Decree for an award of those costs resulting from St. Louis Park's failure to take action satisfactory to the Regional Administrator, the Director and the Commissioner. The Court, after hearing such evidence and argument as it deems satisfactory, may enter judgment for damages and such other relief as is appropriate. Reilly may apply for and the

escrow agent shall disburse to Reilly from the Contingency Fund monies sufficient to satisfy any such judgment. Nothing in this Agreement shall be construed to prevent Reilly from exercising its rights under Part U # of the Consent Decree.

12. St. Louis Park represents and warrants that as of the date hereof: (1) it is a municipal corporation duly organized and existing under the laws of the State of Minnesota and its City Charter; (2) St. Louis Park's City Council has duly passed the resolution attached hereto as Appendix A, authorizing the execution of this Agreement; and (3) no authorization or approval or other action is required for the execution by St. Louis Park of this Agreement.

St. Louis Park is of the opinion that it is fully capable of entering into and maintaining this Agreement and that public health and welfare will benefit because of its undertakings. This Agreement is recognized as a valid and binding obligation of St. Louis Park entered into in furtherance of those public purposes. St. Louis Park is hereby delivering to Reilly, receipt of which is hereby acknowledged by Reilly, an opinion of its counsel, attached hereto as Appendix B, that St. Louis Park may legally enter into this Agreement in its present form for those purposes and that the assumption of rights and responsibilities by St. Louis Park hereunder is valid, enforceable, and legally binding upon St. Louis Park.

13. It is the intent of the parties hereto that the provisions of this Agreement shall be severable, and should any provisions be declared by a Court of competent jurisdiction to be

inconsistent with the controlling law, and therefore unenforceable, the remaining clauses shall remain in full force and effect.

14. This Agreement and the Consent Decree, including the RAP, constitute the full and complete agreement between the parties hereto. No alteration, modification or amendment of this Agreement will be effective unless done by written agreement of the parties hereto.

³ 15. This Agreement shall be null and void and all performances and/or funding obligations of St. Louis Park shall be completely discharged upon the filing by or against Reilly of any petition in bankruptcy under the bankruptcy laws of the United States. # In addition, the continuing performance and/or funding obligations of St. Louis Park under this Agreement are conditioned upon Reilly's continuing performance of its obligations under this Agreement, the Consent Decree and RAP.

16. Neither the State of Minnesota, the United States of America, nor any other person or entity not a signatory to this Agreement has or is intended to have any contractual rights under this Agreement. Nothing contained in this Agreement shall create any contractual relationship between the signatories and any other person or entity.

IN WITNESS WHEREOF, Reilly and St. Louis Park have executed this Agreement as of the date and year first above written.

REILLY TAR & CHEMICAL CORPORATION

CITY OF ST. LOUIS PARK

By _____
Thomas E. Reilly, Jr.
President

By _____
Mayor

By _____
Edward J. Schwartzbauer
Dorsey & Whitney
Attorneys for Reilly Tar
& Chemical Corporation

And _____
City Clerk

And _____
City Manager

By _____
Wayne G. Popham
Popham, Haik, Schnobrich,
Kaufman & Doty, Ltd.
Attorneys for the City of
St. Louis Park

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